



Proposal Number: 10-P030B Proposals will be received until: Dec. 14, 2010 @ 11:30 a.m.	
Proposal Title: Sprinkler Alarm Inspection, Testing & Repair Mandatory Pre-Proposal Meeting: Nov. 30, 2010 @ 9:00 a.m., 823 Meeting St., Charleston, SC Conference Room	
Mailing Date: Nov. 16, 2010	Direct Inquiries to: Robin D. Barrett, CPPB
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Procurement Division, but do not include the proposal number on this envelope. If the Offeror chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Robin Barrett in writing no later than 1:30 p.m. on December 1, 2010. Questions may either be faxed to 843-720-3872 or emailed to Robin D. Barrett @ barrettr@charleston-sc.gov.

Table of Contents

Instruction to Offerors.....	3
No Proposal Response Form.....	15
Certificate of Familiarity.....	16
M/WBE Compliance Provisions.....	17
Affidavit A.....	18
Affidavit B.....	20
Affidavit C.....	21
General Information.....	22
Specifications.....	25
Attachment A – Equipment List.....	27
Attachment B - Questionnaire.....	28
Attachment C - References.....	29
Attachment D – Pricing Form.....	30
Attachment E – Insurance Requirements.....	31
Bidder’s Checklist.....	33

INSTRUCTIONS TO OFFERORS

1. Submit one (1) signed original response. *(Unless otherwise specified in the solicitation.)* Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected.** Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 145 King Street, Suite 104 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Proposals should be typewritten or computer-generated. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Offeror, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
 - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

- i. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 145 King Street, Suite 104, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) Final approval may rest with members of the City Council for the City of Charleston.
- E) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Manager by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contract Coordinator, 145 King Street, Suite 104 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted

where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within ten (10) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the

appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the seven and one-half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL:

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE:

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and

Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the

date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 10-P030B Proposals will be received until: Dec. 14, 2010 @ 11:30 a.m.	
Proposal Title: Sprinkler Alarm Inspection, Testing & Repair Mandatory Pre-Proposal Meeting: Nov. 30, 2010 @ 9:00 a.m., 823 Meeting St., Charleston, SC Conference Room	
Proposal Number: 10-P030B Proposals will be received until: Dec. 14, 2010 @ 11:30 a.m.	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.	

To submit a “**No Proposal**” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “**No Proposal**” response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

Proposal Number: 10-P030B	Proposals will be received until: Dec. 14, 2010 @ 11:30 a.m.
Proposal Title: Sprinkler Alarm Inspection, Testing & Repair	
Mandatory Pre-Proposal Meeting: Nov. 30, 2010 @ 9:00 a.m., 823 Meeting St., Charleston, SC Conference Room	
Proposal Number: 10-P030B	Proposals will be received until: Dec. 14, 2010 @ 11:30 a.m.

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

Toll-Free Number (if available)

City, State, Zip

Fax Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document should be included with the submittal of the bid or offer. If the Offeror or Bidder fails to submit the form with the bid or offer as required, the procurement officer may deem the bid or proposal non-responsive or may determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site www.charleston-sc.gov; or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29401, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal**, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☐ ***Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

AND

☐ ***Affidavit B – Work to be Performed by Minority and/or Women-owned Firms***
OR

☐ ***Affidavit C – Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition any breach may result in the Offeror being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: _____

Signature

Print Name

Title

Date

Attest: _____

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- 5. Attended pre-solicitation meetings scheduled by the City.
- 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: _____ Name of Authorized Officer (Print/Type): _____
Signature: _____
Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact _____ _____ Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address _____ _____ Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact _____ _____ Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address _____ _____ Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact _____ _____ Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address _____ _____ Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact _____ _____ Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address _____ _____ Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Signature: _____

Notary Public for the State of _____
My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority Businesses

Affidavit of _____ I hereby certify that on the
(Name of Offeror)

_____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);
Woman Owned (**W**); Other (**D**)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C
City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all the elements of the work on this project with his/her own current work forces, and

The Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

General Information

The City of Charleston is soliciting priced proposals from interested firms to provide Sprinkler Alarm Inspection, Testing & Repair for various locations. There will be a **Mandatory Pre-Proposal** held in the Conference Room at 823 Meeting St., Charleston, SC on November 30, 2010 @ 9:00 a.m.

Procurement Process

The RFP (Request for Proposal) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Submittals

Each Vendor must **submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) additional unbound black and white reproducible copy**. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **“Original”** on the original proposal.

Questions

Questions are allowed and encouraged to clear up anything or to offer any proposed changes, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin D. Barrett, CPPB City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, South Carolina 29401, or email to: barretr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:30 pm on December 1, 2010.** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Vendor's Duty to Inspect and Advise and Declare All Costs

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Oral Statements

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Vendor's Qualifications/Specifications

To be considered responsible, responsive and eligible to negotiate and enter into a contract, if any, the Vendor shall, at a minimum, meet the following qualifications:

- A. Must provide information showing that your company has prior experience in the services required by this solicitation.
- B. Must provide a minimum of three (3) references include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Evaluation Criteria

The following shall be used in determining the ranking of the responsible and responsive Vendors. Provide information for accurate evaluating.

- 1) Compliance with Specifications/Quality
- 2) Company's History/Stability/Qualifications
- 3) Prior Experience
- 4) Quality and Organization of Proposal Submission
- 5) Qualified/Trained Staff
- 6) References
- 7) Cost

Proposal Contents

The proposal shall include the necessary information based on the specifications required, the following detailed information based on the evaluation criteria mentioned above and any other information the Vendor deems important and/or beneficial to this RFP.

Compliance with Specifications/Quality

1. Vendor must provide a copy of manufacturer's specifications.
2. Provide a detailed list of any deviations or discrepancies to proposal specifications.
3. Describe quality assurance program in effect, name and location of contact person for customer service and management. Maximum response time and follow-up process for customer service issues.

Company's History/Stability/Qualifications

1. Provide a brief summary on the history of your company.
2. Provide information that shows the stability of your company.
3. State the qualifications of your company to provide the items and services requested in this solicitation.

Prior Experience

1. In addition to "References", Vendor must provide information on any previous experience performing task that is required by this solicitation or similar in nature. They must give information on how they successfully achieved and maintained the systems.

Quality and Organization of Proposal Submission

1. All proposals will be evaluated for completeness, organization and submission of required data and materials.
2. Vendor to provide a company profile to include but not limited to date organized, name and title of person authorized to sign bids.

Qualified/Trained Staff

1. Vendor must have staff members certified to perform duties as required by this solicitation.

References

1. Vendor to list at least three references of other similar contracts with comparable quantity showing name, title and phone number for each entity. Agencies listed should be contracts that have been in service for more than two years. . The three minimum companies should not include the City of Charleston. State the size of contract and years of service for each company.
2. Please state whether vendor has any pending litigation or contracts cancelled due to cause/neglect or breach of contract. State cause, year and resolution.

Cost

1. Vendor must provide cost for train and staff (list items separately). Cost Proposal must also show on a separate line item the percentage that will be paid to the City of Charleston.

ORAL INTERVIEWS AND SITE VISITS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE VENDOR. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

Proposal Format

- a) All proposals must be clearly marked "**10-P030B – "Sprinkler Alarm Inspection, Testing & Repair"**"
- b) All proposals must be submitted in a sealed envelope. All pricing information shall be in a separate envelope clearly marked "**Cost Proposal**". Both sealed envelopes are to be placed in one envelope marked "**10-P030B Sprinkler Alarm Inspection, Testing & Repair**".
- c) Proposals **must be submitted by mail or hand delivered** to Robin D. Barrett, CPPB, Senior Buyer, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401.
- d) Proposals **must be received** in the City's Procurement Office **no later than 11:30 am on December 14, 2010. Late proposals will not be accepted.**
- e) No more than one proposal may be submitted by any Vendor.
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this RFP requiring signature must be included in the proposal.

Term of Contract

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Specifications

The intended use/purpose for this Request for Proposal is to request Sprinkler & Alarm Inspection, Testing and Repair services to include: inspection, testing and certification of the City of Charleston owned fire and sprinkler systems. Inspections and tests shall conform to NFPA 72, NFPA 75, NFPA 25 and/or local authority having jurisdiction.

Successful Vendor shall provide all labor and material to provide the services required by this solicitation. The inspection is to include all devices including: standpipes, fire pumps, booster pumps, waterlines, sprinkler heads, valves & dry valves, air compressors, conduit run, smoke detectors, duct detectors, heat detectors, tamper switches, pull stations, horns, strobes, fire phones, fire-doors, batteries, fire and smoke dampers and all other related devices. The vendor shall also perform an inspection on the monitoring of the fire alarm system and insure that each system contacts a monitoring service. This solicitation also requires the re-inspection of devices that originally failed after repairs are completed.

Successful Vendor will be given a listing of when inspections are due. The Successful Vendor will be responsible for removing all light fixtures (unless otherwise stated by Authorized City personnel) to gain access to detectors.

Mandatory Pre-Proposal Conference

A Mandatory Pre-Proposal conference will be held **9:00 a.m., November 30, 2010 in the Conference Room at 823 Meeting St., Charleston, SC**. Pre-Proposal conference will include a walk-thru of locations specified. All prospective vendors are requested to have a representative present. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. It is understood and agreed that the Successful Vendor shall have made careful examination and satisfied himself, as to the nature and location of the work, the character and quality of materials to be encountered, the equipment needed preliminary to and during work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Charleston, either before or after the execution of the awarded contract, shall affect or modify any of the terms or obligations of this Request for Proposal and the contract to be awarded. The City reserves the right to add or delete locations from the contract at its discretion.

Delivery/Completion/Response Time

Vendor shall state in his proposal, the number of calendar days required from the date of receipt of the Purchase Order to complete the work.

Delivery/Setup/Installation Location

Locations for delivery of services will be stated on each City of Charleston purchase order.

Approximate Usage

Services will be ordered on an as-needed basis.

Scope of Work

The sprinkler system shall be inspected completely one (1) time annually, including pre-action systems. Sprinkler head locations to be confirmed that full coverage will be achieved in the case of actual fire emergency.

Successful Vendor shall supply one (1) re-inspection after any required repairs are completed, per original inspection documentation and resulting green tags issued.

Successful Vendor who performs inspections will do repairs for items found during inspection and necessary for completed inspection. All other daily and/or maintenance repairs will be performed by separate vendor under separate contract.

Successful Vendor shall test and certify all standpipe systems in accordance with the City of Charleston's Fire Department Standard for all buildings listed on the Location List.

Successful Vendor will perform a Hydrotest based on notice from the City's Authorized Personnel.

Inspections will be completed before given date, without exception. Inspections will be completed and given a green/blue tag before successful Vendor leaves the City's premises. In no circumstance, should items with red tags be left at anytime.

Code Requirements

The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, County and City departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and the South Carolina Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of work. A copy of SC LLR report and licensing must be provided with this proposal.

Qualifications

Successful Vendor shall be state licensed, EST certified, and in the fire sprinkler industry for a minimum of ten (10) years, and lead technicians for a minimum of five (5) years, and programmers that support software must be certified as well.

Successful Vendor shall maintain an adequate number of employees to complete services required in a timely manner. All technicians, installers, and/or programmers shall be EST certified. All service, regular and special, shall be rendered at such times and in such a manner that minimum interference with normal facility operating agenda, will result. Some buildings may require after hours or weekend inspections. These buildings will be identified on an as needed basis.

Pricing shall be submitted on a price per building basis.

A detailed documentation report shall be left on-site with designated City of Charleston personnel, and a copy sent to City of Charleston, 823 Meeting Street, Charleston, SC 29403.

All Vendors must provide with a his proposal, a copy of the following documents, which are issued by the State of South Carolina Fire Marshal's Office, to perform Fire Alarm Service;

- ◆ State of South Carolina certification of Registration for Fire Alarm Company. Provide a copy of A.C.R. Certificate with proposal submittal.
- ◆ Fire alarm and sprinkler Technicians license for each lead technician on the jobsite.
- ◆ Each Technician shall have a minimum of five (5) years Fire alarm and sprinkler experience.
- ◆ Successful Vendor shall supply an Inspection Report describing each device in the system in a line item fashion that includes type, location, and status of each device. These reports will be typed and printed on a laser printer. Original report shall be given to designated City of Charleston personnel.

Attachment A - Equipment List

Building	Panel Manufacturer	Smoke Detectors	Heat Detector	Duct Detector	Pull Station	Horn Strobe Combination	Tamper Switch	Flow Switches	Fire Phones	Fire Dampers	Smoke Dampers	Bell	Horn	Door Closer	Audio/Visuals
44 John St., Camden Garage															
401 King St., Francis Marion Garage															
63 Mary St., VRTC Garage															
Aquarium Garage, Calhoun & Washington St.															
Gaillard Garage, 77 Alexander St.															
93 Queen St., Garage															
Concord & Cumberland St. Garage															
140 Prioleau St. Garage															
Charleston Place Garage															
27 Ann St., Bus Shed															
77 Calhoun St., Gaillard Auditorium															
80 Broad St., City Hall															
50 Broad St., Legal															
116 Meeting St., BFRC															
727 East Bay St.															
36 John St., Visitor's Center															
180 Lockwood Blvd., Greenberg Bldg.															
360 Fishburne St., Joe Riley Park															
188 Meeting St., Confederate Museum															
Fire Station 19, Bees Ferry Rd.															
161 Seven Farms Rd., Family Circle Tennis Ctr.															
1088 Quail Dr., James Island Recreation Center															
New City Gym, Hagood Ave.															
Bees Landing Recreation															
1 Drake St., Eastside Community Center															

Attachment B – Questionnaire

Each Vendor must include the following information with proposal submittal. Failure to include required information may result in rejection of proposal. All blanks must be completed.

1. List all systems; by manufacturer that Vendor is Factory Trained/Certified to inspect.

2. Provide the number of years experience that Vendor has with each system listed in question 1.

3. List the number of EST certified personnel with your company, and include a copy of each Factory Certification, Fire Alarm License, and Fire Sprinkler License.

4. List the number of years your company has been in the Fire Alarm Inspection, Repair and Service Industry, and Fire Sprinkler Inspection.

Attachment C - References

Provide a minimum of three (3) references that can verify the quality of work and/or service your company provides. The references must include Company Name, Name of Contact Person, Street Address, City/Town, State, Zip Code, Phone Number and Email Address where each contact can be reached.

1. Agency/Co. Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Email Address: _____

2. Agency/Co. Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Email Address: _____

3. Agency/Co. Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Email Address: _____

4. Agency/Co. Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Email Address: _____

Attachment D – Pricing Form

Unit Price Bid Form/Schedule of Deductions

Unit prices provided shall apply for entire contract period, and may be used to increase or decrease scope of work listed in the specifications.

<u>Location</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>multiply by</u>	<u>Times/Year</u>	<u>equals</u>	<u>TOTAL</u>
44 John St., Camden Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
401 King St. Francis Marion Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
63 Mary St. VRTC Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Aquarium Garage, Calhoun & Washington St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Gaillard Garage, 77 Alexander St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
93 Queen St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Concord Cumberland St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
140 Prioleau St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Charleston Place Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
27 Ann St. Bus Shed	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
77 Calhoun St., Gaillard Auditorium	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
80 Broad St. City Hall	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
50 Broad St., Legal	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
116 Meeting St., BFRC	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
727 East Bay St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
36 John St., Visitor's Center	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
180 Lockwood Blvd., Greenberg Bldg.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
360 Fishburne St., Joe Riley Park	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
188 Meeting St., Confederate Museum	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Fire Station 19, Bees Ferry Rd.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
161 Seven Farms Rd., Family Circle Tennis Ctr.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
New City Gymnasium Hagood Ave.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Bees Landing Recreation	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
1 Drake St., Eastside Community Center	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
						TOTAL \$0.00

*Reinspections required after Repair

44 John St., Camden Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
401 King St. Francis Marion Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
63 Mary St. VRTC Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Aquarium Garage, Calhoun & Washington St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Gaillard Garage, 77 Alexander St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
93 Queen St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Concord Cumberland St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
140 Prioleau St. Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Charleston Place Garage	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
27 Ann St. Bus Shed	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
77 Calhoun St., Gaillard Auditorium	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
80 Broad St. City Hall	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
50 Broad St., Legal	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
116 Meeting St., BFRC	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
727 East Bay St.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
36 John St., Visitor's Center	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
180 Lockwood Blvd., Greenberg Bldg.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
360 Fishburne St., Joe Riley Park	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
188 Meeting St., Confederate Museum	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Fire Station 19, Bees Ferry Rd.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
161 Seven Farms Rd., Family Circle Tennis Ctr.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
New City Gymnasium Hagood Ave.	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
Bees Landing Recreation	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
1 Drake St., Eastside Community Center	Fire Sprinkler Testing & Inspection	\$0.00	x	1	=	\$0.00
						TOTAL \$0.00

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

Offeror's Checklist

1. Did you provide required information and sign the front page of the solicitation?
____ Yes ____ No
2. Did you sign the Certificate of Familiarity form?
____ Yes ____ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
____ Yes ____ No
4. Did you sign the applicable Affidavit?
____ Yes ____ No
5. Did you mark your "Original" proposal and provide the required # of copies?
____ Yes ____ No
6. Did you complete and include all pricing sheets?
____ Yes ____ No
7. Did you include the required references?
____ Yes ____ No
8. Did you provide a copy of insurance and all other documentation requested?
____ Yes ____ No
9. Did you include and sign any addenda?
____ Yes ____ No
10. Did you double check to make sure you have included everything that is requested?
____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

* This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your responsive.